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5/04/04

EXPRESS MAIL LIST

To:  
Commissioner for Patents  
P.O. Box 1450  
Alexandria, VA 22313-1450

The following items listed below are being filed herewith with the USPTO on April 2, 2004

Express Mail No. **EV 346 810 776 US**

Attorney Docket No.	Appln. Serial No./ Patent No.	Items - Documents filed on April 1, 2004
7634-4000	10/623,134	Submission of Revocation and Power of Attorney by Assignee and Exclusion of Inventor(s) under 37 C.F.R. § 3.71; Executed Revocation and Power of Attorney; Copy of Executed Recorded Assignment

*Please acknowledge receipt of these items as received by returning  
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NY:854334.2



Express Mail No.:EV 346 810 776 US

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

In re Application of: Richard L. SANDOR

Confirmation No.: 4476

Application No.: 10/623,134

Group Art Unit: 3629

Filing Date: July 18, 2003

Examiner:

For: EMISSION REDUCTION TRADING  
SYSTEM AND METHOD

Attorney Docket No.: 7634-4000

**SUBMISSION OF  
REVOCATION AND POWER OF ATTORNEY BY ASSIGNEE  
AND EXCLUSION OF INVENTOR(S) UNDER 37 C.F.R. 3.71**

Commissioner for Patents  
P.O. Box 1450  
Alexandria, Virginia 22313-1450

Sir:

Applicant respectfully submits herewith an executed Revocation and Power of Attorney By Assignee And Exclusion Of Inventor(s) Under 37 C.F.R. 3.71 for the above-identified application.

Please note that the attached assignment was recorded on August 25, 2003 at Reel 014429, Frame 0339 and 0357.

**Please associate Customer No. 28765 with this application.**

No fee is believed to be due for this submission. Please any required fees to Winston & Strawn LLP Deposit Account No. 50-1814.

Respectfully submitted,

Date

4-2-04

  
\_\_\_\_\_  
Allan A. Fanucci      Reg. No. 30,256

WINSTON & STRAWN LLP  
**CUSTOMER NO. 28765**  
(212) 294-3311

Enclosures



IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

In re Application of: Richard L. SANDOR

Confirmation No.: 4476

Application No.: 10/623,134

Group Art Unit: 3629

Filing Date: July 18, 2003

Examiner:

For: EMISSION REDUCTION TRADING  
SYSTEM AND METHOD

Attorney Docket No.: 7634-4000

**REVOCATION AND POWER OF ATTORNEY BY ASSIGNEE  
AND EXCLUSION OF INVENTOR(S) UNDER 37 C.F.R. 3.71**

Commissioner for Patents  
P.O. Box 1450  
Alexandria, VA 22313-1450

Sir:

The undersigned assignee of the entire interest in the above-identified subject application hereby revokes all previous powers and appoints Allan A. Fanucci (Reg. No. 30,256), Daniel J. Hulseberg (Reg. No. 36,554), and Jeffrey A. Wolfson (Reg. No. 42,234) of WINSTON & STRAWN LLP (Customer No. 28765) to prosecute this application and to transact all business in the United States Patent and Trademark Office connected therewith.

Please direct all correspondence for this application to Customer No. 28765 to the attention of the Patent Department (telephone 202-371-5904, facsimile 202-371-5950).

An assignment of the entire interest in the above-identified subject application:

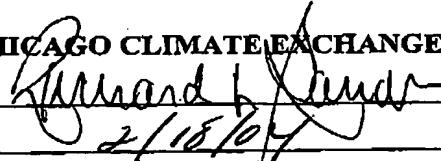
- is submitted herewith for recording and a copy is attached.  
 was submitted for recordation on August 21, 2003 and a copy is attached.  
 was recorded on \_\_\_\_\_ at Reel \_\_\_\_\_, Frame \_\_\_\_\_.

The undersigned has reviewed this assignment and, to the best of his/her knowledge, title is in the assignee seeking to take action in this application and that he/she is empowered to act on its behalf.

ASSIGNEE:

CHICAGO CLIMATE EXCHANGE, INC.

Signature:

  
Richard L. Sandor

Date of Signature:

2/18/04

Typed Name:

Richard L. Sandor

Position/Title:

CEO

Address:

111 West Jackson Boulevard

Chicago, IL 60604

DC:344925.1



## UNITED STATES PATENT AND TRADEMARK OFFICE

UNDER SECRETARY OF COMMERCE FOR INTELLECTUAL PROPERTY AND  
DIRECTOR OF THE UNITED STATES PATENT AND TRADEMARK OFFICE

MARCH 18, 2004

PTAS



\*102538067A\*

FOLEY & LARDNER  
PAUL S. HUNTER  
150 EAST GILMAN STREET  
MADISON, WI 53703-1481

### UNITED STATES PATENT AND TRADEMARK OFFICE NOTICE OF RECORDATION OF ASSIGNMENT DOCUMENT

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PLEASE REVIEW ALL INFORMATION CONTAINED ON THIS NOTICE. THE INFORMATION CONTAINED ON THIS RECORDATION NOTICE REFLECTS THE DATA PRESENT IN THE PATENT AND TRADEMARK ASSIGNMENT SYSTEM. IF YOU SHOULD FIND ANY ERRORS OR HAVE QUESTIONS CONCERNING THIS NOTICE, YOU MAY CONTACT THE EMPLOYEE WHOSE NAME APPEARS ON THIS NOTICE AT 703-308-9723. PLEASE SEND REQUEST FOR CORRECTION TO: U.S. PATENT AND TRADEMARK OFFICE, ASSIGNMENT DIVISION, BOX ASSIGNMENTS, CG-4, 1213 JEFFERSON DAVIS HWY, SUITE 320, WASHINGTON, D.C. 20231.

RECORDATION DATE: 08/25/2003

REEL/FRAME: 014429/0339  
NUMBER OF PAGES: 3

BRIEF: ASSIGNMENT OF ASSIGNEE'S INTEREST (SEE DOCUMENT FOR DETAILS).

ASSIGNEE:  
ENVIRONMENTAL FINANCIAL PRODUCTS,  
LLC

DOC DATE: 08/08/2003

ASSIGNEE:  
CHICAGO CLIMATE EXCHANGE, INC.  
111 WEST JACKSON BLVD., 14TH FLOOR  
CHICAGO, ILLINOIS 60604

SERIAL NUMBER: 10623134  
PATENT NUMBER:

FILING DATE: 07/18/2003  
ISSUE DATE:

03/31/2004 15:34 FAX 312 554 3373

Chicago Climate Exchange

003

014429/0339 PAGE 2

SHARON BROOKS, EXAMINER  
ASSIGNMENT DIVISION  
OFFICE OF PUBLIC RECORDS

03/31/2004 15:34 FAX 312 554 0373

Chicago Climate Exchange

004

APR 02 2004

FORM PTO-1595 (modified)  
(Rev 6-93)

RECO

08/29/2003

Atty. Dkt. No. 026532-0103

U.S. DEPARTMENT OF COMMERCE

Patent and Trademark Office

HEET

To the Director of the United States Patent

102538067

Please record the attached original documents or copies thereof.

## 1. Name of conveying party(ies):

Environmental Financial Products, LLC



Additional conveying party(ies) NO

## 3. Nature of conveyance:

ASSIGNMENT

Execution Date:

August 8, 2003

## 4. Application number(s) or patent number(s):

If this is being filed together with a new application, the execution date of the application is:

## A. Patent Application Number(s):

10/623134

## B. Patent Number(s):

PATENT\_NO

Additional numbers attached? NO

## 5. Name and address of party to whom correspondence concerning document should be mailed:

Paul S. Hunter  
 FOLEY & LARDNER  
 150 East Gilman Street  
 Madison, Wisconsin 53703-1481

6. Total number of applications/patents involved: 1

7. Total fee (37 C.F.R. § 3.41): \$40.00

Check Enclosed

 Charge to deposit account

8. Deposit account number: 50-2350

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## 9. Statement and signature:

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document. The Commissioner is hereby authorized to charge any additional recordation fees which may be required in this matter to the above-identified deposit account.

Paul S. Hunter

Name of person signing

Signature

Date

Total number of pages including cover sheet, attachments, and document: 67

08/28/2003 LUWELLER 00000152 502350 10623134

01 FC:8021 40.00 DA

003.442306.1

Atty. Dkt. No. 026532-0103

**ASSIGNMENT AND AGREEMENT**

**WHEREAS, Environmental Financial Products, LLC** of 111 West Jackson Blvd., 14th floor, Chicago, Illinois 60604; (hereinafter referred to singly and collectively as "ASSIGNOR") has acquired the full and exclusive right, title, and interest in and to a certain invention entitled **EMISSION REDUCTION TRADING SYSTEM AND METHOD** (Atty. Dkt. No. 026532-0103) for which an application for United States Letters Patent was executed; and

**WHEREAS, Chicago Climate Exchange, Inc.**, a corporation duly organized and existing under the laws of the State of Delaware, and having its principal place of business at 111 West Jackson Blvd., 14th floor, Chicago, Illinois 60604 (hereinafter referred to as "ASSIGNEE") is desirous of acquiring the entire interest therein;

**NOW THEREFORE**, in consideration of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, ASSIGNOR has sold, assigned, and transferred, and by these presents hereby sells, assigns, and transfers, unto ASSIGNEE, its successors and assigns, the full and exclusive right, title, and interest in and to (a) the above-identified invention or inventions and all improvements and modifications thereof, (b) the above-identified application and all other applications for Letters Patent of the United States and countries foreign thereto for the above-identified invention or inventions and all improvements and modifications thereof, (c) all Letters Patent which may issue from said applications in the United States and countries foreign thereto, (d) all divisions, continuations, continuations-in-part, reissues, reexaminations and extensions of said applications and Letters Patent, and (e) the right to claim for any of said applications the full benefits and priority rights under the International Convention and any other international agreement to which the United States adheres; such right, title, and interest to be held and enjoyed by ASSIGNEE, its successors and assigns, to the full end of the term or terms for which any and all such Letters Patent may be granted as fully and entirely as would have been held and enjoyed by ASSIGNOR had this Assignment not been made.

**ASSIGNOR HEREBY AUTHORIZES AND REQUESTS** the Commissioner of Patents and Trademarks to issue said Letters Patent to ASSIGNEE as assignee of the entire interest, for the sole use and benefit of ASSIGNEE, its successors and assigns.

**ASSIGNOR HEREBY AGREES** (a) to communicate to ASSIGNEE, its successors and assigns, or their representatives or agents, all facts and information known or available to ASSIGNOR respecting said invention or inventions, improvements, and modifications including evidence for interference, reexamination, reissue, opposition, revocation, extension, or infringement purposes or other legal, judicial, or administrative proceedings, whenever requested by ASSIGNEE; (b) to testify in person or by affidavit as required by ASSIGNEE, its successors and assigns, in any such proceeding in the United States or a country foreign thereto; (c) to execute and deliver, upon request by ASSIGNEE, all lawful papers including, but not limited to, original, divisional, continuation, and reissue applications, renewals, assignments, powers of attorney, oaths, affidavits, declarations, depositions; and (d) to provide all reasonable assistance to ASSIGNEE, its successors and assigns, in obtaining and enforcing proper title in and protection for said invention or inventions, improvements, and modifications under the intellectual property laws of the United States and countries foreign thereto.

Atty. Dkt. No. 026532-0103

**ASSIGNOR HEREBY REPRESENTS AND WARRANTS** that ASSIGNOR has the full and unencumbered right to sell, assign, and transfer the interests sold, assigned, and transferred herein, and that ASSIGNOR has not executed and will not execute any document or instrument in conflict herewith.

**ASSIGNOR HEREBY GRANTS** to the law firm of Foley & Lardner the power and authority to insert in this Assignment any further identification which may be necessary or desirable to comply with the rules of the U.S. Patent and Trademark Office for recordation of this Assignment.

**ASSIGNOR UNDERSTANDS AND AGREES** that the attorneys and agents of the law firm of Foley & Lardner do not personally represent ASSIGNOR or ASSIGNOR's legal interests, but instead represent the interests of ASSIGNEE; since said attorneys and agents cannot provide legal advice to ASSIGNOR with respect to this Assignment, ASSIGNOR acknowledges its right to seek its own independent legal counsel.

Executed this 8<sup>th</sup> day of August, 2003



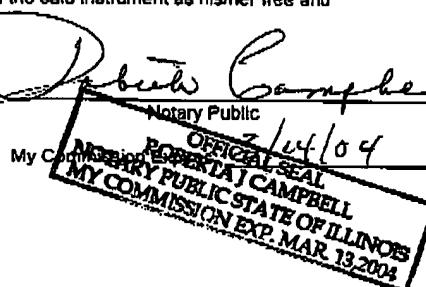
GERARD J. PANNEKOEK

Sr. Vice-President, Chief Operating Officer  
Environmental Financial Products, LLC

State of Illinois  
County of Cook)ss.

On this 8 day of August, 2003, before me, a notary public in and for said county, appeared GERARD J. PANNEKOEK who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, and he/she acknowledged that he/she signed, sealed, and delivered the said instrument as his/her free and voluntary act for the uses and purposes therein set forth.

(Seal)




**UNITED STATES PATENT AND TRADEMARK OFFICE**

 UNDER SECRETARY OF COMMERCE FOR INTELLECTUAL PROPERTY AND  
 DIRECTOR OF THE UNITED STATES PATENT AND TRADEMARK OFFICE

MARCH 18, 2004

PTAS



\*102538068A\*

 FOLEY & LARDNER  
 PAUL S. HUNTER  
 150 E. GILMAN ST.  
 MADISON, WI 53703-1481

 UNITED STATES PATENT AND TRADEMARK OFFICE  
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 ASSIGNMENT DIVISION, BOX ASSIGNMENTS, CG-4, 1213 JEFFERSON DAVIS HWY,  
 SUITE 320, WASHINGTON, D.C. 20231.

RECORDATION DATE: 08/25/2003

REEL/FRAME: 014429/0357

NUMBER OF PAGES: 3

BRIEF: ASSIGNMENT OF ASSIGNEE'S INTEREST (SEE DOCUMENT FOR DETAILS).

 ASSIGNEE:  
 SANDOR, RICHARD L.

DOC DATE: 08/08/2003

 ASSIGNEE:  
 ENVIRONMENTAL FINANCIAL PRODUCTS,  
 LLC.  
 111 WEST JACKSON BLVD., 14TH FLOOR  
 CHICAGO, ILLINOIS 60604

 SERIAL NUMBER: 10623134  
 PATENT NUMBER:

 FILING DATE: 07/18/2003  
 ISSUE DATE:

014429/0357 PAGE 2

SAUNDRA BALLINGER, EXAMINER  
ASSIGNMENT DIVISION  
OFFICE OF PUBLIC RECORDS

08-29-2003

Atty. Dkt. No. 026532-0103

U.S. DEPARTMENT OF COMMERCE

Patent and Trademark Office

FORM PTO-1595 (modified)

(Rev 6-93)

REC



SHEET

102538068

To the Director of the United States Patent and Trademark Office: Please record the attached original documents or copies thereof.

## 1. Name of conveying party(ies):

Richard L. Sandor



Additional conveying party(ies) NO

## 3. Nature of conveyance:

ASSIGNMENT

Execution Date:

August 8, 2003

## 2. Name and address of receiving party(ies):

Environmental Financial Products, LLC.  
 111 West Jackson Blvd., 14th floor  
 Chicago, Illinois 60604

## 4. Application number(s) or patent number(s):

If this is being filed together with a new application, the execution date of the application is:

## A. Patent Application Number(s):

10/623134

## B. Patent Number(s):

PATENT\_NO

Additional numbers attached? NO

## 5. Name and address of party to whom correspondence concerning document should be mailed:

Paul S. Hunter  
 FOLEY & LARDNER  
 150 East Gilman Street  
 Madison, Wisconsin 53703-1481

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7. Total fee (37 C.F.R. § 3.41): \$40.00

Check Enclosed

 Charge to deposit account

8. Deposit account number: 50-2350

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Paul S. Hunter

Name of person signing

Signature

Date

Total number of pages including cover sheet, attachments, and document: 67

08/28/2003 LMUELLER 00000151 502350 10623134

01 FC:8021 40.00 DA

003.442488.1

Atty. Dkt. No. 026532-0103

**ASSIGNMENT AND AGREEMENT**

WHEREAS, Richard L. Sandor of 1301 North Astor Street, Chicago, Illinois 60610; (hereinafter referred to singly and collectively as "ASSIGNOR") has invented a certain invention entitled **EMISSION REDUCTION TRADING SYSTEM AND METHOD** (Atty. Dkt. No. 026532-0103) for which an application for United States Letters Patent was or will be executed by ASSIGNOR; and

WHEREAS, Environmental Financial Products, LLC, a corporation duly organized and existing under the laws of the State of Delaware, and having its principal place of business at 111 West Jackson Blvd., 14th floor, Chicago, Illinois 60604 (hereinafter referred to as "ASSIGNEE") is desirous of acquiring the entire interest therein;

NOW THEREFORE, in consideration of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, ASSIGNOR has sold, assigned, and transferred, and by these presents hereby sells, assigns, and transfers, unto ASSIGNEE, its successors and assigns, the full and exclusive right, title, and interest in and to (a) the above-identified invention or inventions and all improvements and modifications thereof, (b) the above-identified application and all other applications for Letters Patent of the United States and countries foreign thereto for the above-identified invention or inventions and all improvements and modifications thereof, (c) all Letters Patent which may issue from said applications in the United States and countries foreign thereto, (d) all divisions, continuations, continuations-in-part, reissues, reexaminations, and extensions of said applications and Letters Patent, and (e) the right to claim for any of said applications the full benefits and priority rights under the International Convention and any other international agreement to which the United States adheres; such right, title, and interest to be held and enjoyed by ASSIGNEE, its successors and assigns, to the full end of the term or terms for which any and all such Letters Patent may be granted as fully and entirely as would have been held and enjoyed by ASSIGNOR had this Assignment not been made.

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Atty. Dkt. No. 026532-0103

**ASSIGNOR HEREBY REPRESENTS AND WARRANTS** that ASSIGNOR has the full and unencumbered right to sell, assign, and transfer the interests sold, assigned, and transferred herein, and that ASSIGNOR has not executed and will not execute any document or instrument in conflict herewith.

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Executed this 8<sup>th</sup> day of August, 2003

  
RICHARD L. SANDOR

State of Illinois)  
County of Cook)ss.

On this 8<sup>th</sup> day of August, 2003, before me, a notary public in and for said county, appeared RICHARD L. SANDOR, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, and he/she acknowledged that he/she signed, sealed, and delivered the said instrument as his/her free and voluntary act for the uses and purposes therein set forth.

(Seal)

